

THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

IN RE:

Application Of Telmex USA, L.L.C. For A
Certificate Of Public Convenience And Necessity
For Authority To Provide Intrastate
Telecommunication Services Within The State Of
South Carolina And Request For Alternative
Regulations For Its Business Service Offerings
And All Calling Card Service Offerings Within
The State Of South Carolina

DOCKET NO.

APPLICATION AND
REQUEST FOR AUTHORITY

Telmex USA, L.L.C. ("Telmex USA" or "Applicant"), a limited liability company, hereby applies to the South Carolina Public Service Commission ("Commission") for a Certificate of Public Convenience and Necessity pursuant to the provisions of South Carolina Public Service Commission Rules and Regulations for a Certificate of Public Convenience and Necessity to operate as a reseller of telecommunications services within the State of South Carolina. The Applicant also requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Order No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. In support of its Application, Applicant provides the following information:

1. Applicant is a privately held company organized in the State of Delaware. The legal name and principal office or place of business of the Applicant are:

Telmex USA, L.L.C.
3350 SW 148th Avenue, Suite 132
Miramar, Florida 33027
Tel: (954) 517-7300

2. The full name, address, and telephone number of the authorized representative of the person filing the pleading is the Applicant's counsel:

Bonnie D. Shealy
Robinson, McFadden, & Moore, P.C.
P.O.Box 944
Columbia, SC 29202
Telephone: (803) 779-8900
Fax: (803) 252-0724
bshealy@robinsonlaw.com

The name, title, address and telephone number of the person to whom correspondence, communications, orders, and decisions of the Commission are to be sent are as follows:

Bobbi Ferguson
Visiology, Inc.
16061 Carmel Bay Drive
Northport, Alabama 35475
Tel: (205) 330-17023
Fax: (205) 330-1705
Email: bobbi@visiology.com

DESCRIPTION OF THE BUSINESS

3. Telmex USA is a switch-based reseller of telecommunication services. Telmex USA does not own transmission facilities, but does have a switched located in Miami, Florida. For prepaid calling cards, Applicant will operate as a switch-based reseller and, for

other services, such as toll free services, Applicant may operate as a switchless reseller. Applicant does not plan to construct facilities in South Carolina, but will rely on its facilities-based underlying carriers for the operation and maintenance of transmission facilities and network. The Company uses only reputable underlying carriers certified by the Commission to ensure that high quality service is provided to customers. Consequently, the quality of service that Telmex USA's customers receive will be at least equivalent to that provided by the underlying carrier(s).

Applicant plans to provide telecommunication services from points of origin in South Carolina to destination points in South Carolina, other parts of the United States, and foreign countries. Telmex USA plans to offer telecommunications services such as prepaid calling cards, inbound and outbound services, calling card services, directory assistance, conference services, and private line services, but does not provide alternative operator services (AOS). On an interstate and international basis, Telmex USA currently offers prepaid calling and private line services. Initial service offerings in South Carolina will consist of prepaid calling card services.

Prepaid services can be accessed twenty-four hours a day, seven days a week from any touch tone telephone via toll free access numbers. Applicant provides prepaid services through a state of the art prepaid platform located in Miami, Florida. This platform is supported by Applicant's technical staff on a 24x7 basis. Applicant's prepaid card service is typically sold through retail locations that resell the service to end-users. Prepaid card services permit end users to purchase a fixed amount of long distance calling capability in

advance. As the user places and completes calls over the network in accordance with the instructions on the prepaid card, the prepaid card is reduced at a specified unit or rate per minute of use depending upon the type of card. The prepaid card may be used until the balance is depleted. Customers use the service by dialing the toll free access number, followed by the account code on the card which the customer purchased. The Applicant's computer equipment informs the customer of the amount of available balance remaining each time the customer uses their card. Applicant's prepaid cards may be can be used for both domestic and international calling normally in \$5.00 denomination. Applicant does make available prepaid cards with discounted rates for specific countries geared for international calling. Customers may reach the Company via toll-free Customer Service numbers where customers will be able to speak with a live representative twenty-four hours per day, seven days a week.

4. Telmex USA markets its services to commercial and residential customers through its own sales organization, its authorized distributors, and retail outlets. All marketing materials are developed by the Applicant including those used by the Applicant's authorized distributors. Applicant does not telemarket its services.

5. Except for prepaid calling card services for which no bills are issued, Telmex USA will bill the customer directly for services.

6. The management staff of Telmex USA possesses extensive experience in the telecommunications industry as shown in Exhibit II.

7. A copy of the Applicant's draft LOA is attached at Exhibit V.
8. The tariff setting forth the proposed rates, charges, and regulations which the Applicant proposes is attached at Exhibit IV.
9. Applicant submits the following exhibits in support of its Application:
 - Exhibit I. Articles of Organization and Certificate of Authority as a Foreign Corporation
 - Exhibit II. List of Corporate Officers and Directors, Major Shareholders, and Management Experience
 - Exhibit III. Statement of Applicant's Financial Ability to Provide Proposed Service
 - Exhibit IV. Applicant's Proposed Tariff
 - Exhibit V. Sample Letter of Agency
10. The information contained in this Application and in the exhibits fully describes Applicant's business and its ability to provide subscribers in South Carolina with a viable and economical alternative telephone service.

APPLICANT'S ARGUMENTS IN SUPPORT
OF ITS APPLICATION

11. Telmex USA submits that the grant of this Application would serve the public convenience and necessity. Telmex USA's entrance into the competitive telecommunications marketplace will offer an additional choice in service providers to consumers in the state. Consumers will receive the benefits of downward pressure on prices, increased choice, improved quality of services and customer responsiveness as well as innovative service offerings and access to increasingly advanced telecommunications technology. The market incentives for new and existing customers will be improved through an increase in the diversity of suppliers and competition in the telecommunications market. Moreover, Telmex USA's proposed operations will increase the demand for and usage of the existing state-of-the-art networks of its underlying carriers, thereby promoting continued development of telecommunications infrastructure to serve the needs of consumers. The more competitively equal companies are, the more the public should benefit through products and services made and/or delivered more efficiently and more responsively to consumer needs and desires. Therefore, grant of Telmex USA's Application would increase competition in the long distance telecommunication market in South Carolina, present greater price and service options for consumers.

MISCELLANEOUS STATEMENTS

12. By this Application and exhibits, Telmex USA demonstrates that it has the technical, managerial, and financial resources and ability to conduct this business for the benefit of the public.

13. Applicant is prepared to give a copy of this Application to any potential competitor, governmental entity, or interested party requesting a copy, and to any person that the Commission directs by order or by the Rules.

14. The Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out in Order No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States. Specifically, Applicant requests:

- a) removal of maximum rate tariff requirements for its business services, consumer card, operator service¹, and future private line, and customer network-type offerings; and

¹ Excepting those operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected the local exchange carrier as their toll provider. Commission Order 2001-997 imposed a maximum cap of \$1.75 for operator surcharges and a cap of \$0.35 related to the flat per-minute rate associated with operator-assisted calls where a consumer uses a local exchange carrier's calling card to complete calls from locations which have not selected that local exchange carrier as their toll provider.

- b) that tariff filings for these uncapped offerings are presumed valid upon filing. If the Commission institutes an investigation of a particular filing within seven days, the tariff filing will be suspended until further order of the Commission.
- c) *any relaxation in the reporting requirements that may be adopted for AT&T shall apply to the applicant also.*

Telmex USA submits that as a competitor of AT&T in the market for providing telecommunications services to customers that it should be subject to no regulatory constraints greater than those imposed on AT&T. Applicant requests that its interexchange business services, consumer card, and operator services be regulated under this form of relaxed regulation.

15. Applicant requests a waiver of the Commission's requirement under 26 S.C. Regs. 103-610 to keep its records and reports in the State of South Carolina. It would present a hardship upon the company to maintain a separate set of books in South Carolina. The company will have a registered agent located within the state and understands that it will bear any costs associated with the Commission's inspection of its books and records.

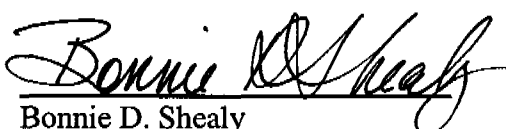
16. Applicant also requests that it be exempt from Commission policies that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant maintains its books in accordance with Generally Accepted Accounting Principles

("GAAP"). GAAP is used extensively by interexchange carriers. Applicant asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Telmex USA's operations and assess its financial fitness. Therefore, Telmex USA hereby requests an exemption from the USOA requirements.

WHEREFORE, Telmex USA prays that the South Carolina Public Service Commission grant it a Certificate of Public Convenience and Necessity to provide intrastate telecommunications resale service within the State of South Carolina, and grant it alternative regulation as set forth in Orders Nos. 95-1734 and 96-55.

Respectfully submitted this 22nd day of November, 2005.

Robinson McFadden & Moore, P.C.



Bonnie D. Shealy
Post Office Box 944
Columbia, SC 29202
Telephone: 803-779-8900
Facsimile: 803-252-0724
bshealy@robinsonlaw.com

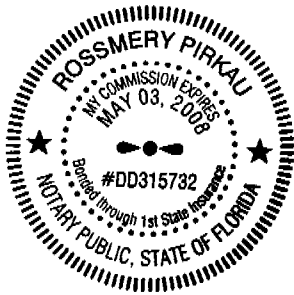
Counsel for Telmex USA, L.L.C.


VERIFICATION

STATE OF FLORIDA

COUNTY OF BROWARD


I, Jorge Rodriguez, am President of Telmex USA, L.L.C., the Applicant. I verify that, based on information and belief, I have knowledge of the statements in the foregoing documents, and I declare that they are true and correct.





Jorge Rodriguez
President
Telmex USA, L.L.C.

SUBSCRIBED AND SWORN TO before me on this 21st day of
October, 2005.



Notary Public

My commission expires: May 03, 2008

EXHIBIT I

ARTICLES OF ORGANIZATION

AND

CERTIFICATE OF AUTHORITY

AS A FOREIGN COMPANY

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TELMEX USA, L.L.C." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF AUGUST, A.D. 2000.

2723244 8300

001378394



Edward J. Freel
Edward J. Freel, Secretary of State

0613835

AUTHENTICATION:

08-11-00

DATE:

AMENDMENT TO CERTIFICATE OF FORMATION

OF

TELMEX/SPRINT COMMUNICATIONS, L.L.C.

Pursuant to Section 18-202 of the Delaware Limited Liability Company Act, the Certificate of Formation of Telmex/Sprint Communications, L.L.C. granted February 27, 1997 is amended as follows:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company" is:

Telmex/Sprint Communications, L.L.C.

is amended to read:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company" is:

Telmex USA, L.L.C.

Executed on August 11, 1999


Luis Lopez, COO and Secretary
Telmex International Ventures USA, Inc.
Member

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/13/1999
991349428 - 3723244

State of Delaware
Office of the Secretary of State

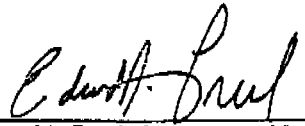
PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "TELMEX/SPRINT
COMMUNICATIONS, L.L.C.", FILED IN THIS OFFICE ON THE
TWENTY-SEVENTH DAY OF FEBRUARY, A.D. 1997, AT 9 O'CLOCK A.M.

2723244 8100

001378394




Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE:

0613822

08-11-00

CERTIFICATE OF FORMATION
OF
TELMEX/SPRINT COMMUNICATIONS, L.L.C.

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:


FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is:

Telmex/Sprint Communications, L.L.C.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are:

Corporation Service Company
1013 Centre Road
Wilmington, New Castle County, Delaware 19805-1297

Executed on February 27, 1997


Eleanor R. Horsley,
Authorized Person



State of Delaware

SECRETARY OF STATE
DIVISION OF CORPORATIONS
P.O. BOX 898
DOVER, DELAWARE 19903

991349428

9300785

08-24-99

TELMEX USA

9444 FARNHAM ST

SUITE 200

SAN DIEGO

CA 92123

ATTN: PAULETTE SYNODIS

| DESCRIPTION | AMOUNT |
|----------------------------------|---------|
| TELMEX USA, L.L.C. | |
| 2723244 0240 Amendment; Domestic | |
| Amendment Fee | 50.00 |
| FILING TOTAL | 50.00 |
| TOTAL PAYMENTS | 100.00 |
| CHARGED TO ACCOUNT | 50.00CR |

The State of South Carolina



Office of Secretary of State Jim Miles **Certificate of Authorization**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

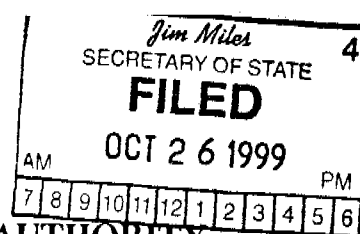
TELMEX/SPRINT COMMUNICATIONS, L.L.C., A Limited Liability Company duly organized under the laws of the State of DELAWARE, and issued a certificate of authority to transact business in South Carolina on October 14th, 1998, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of
the State of South Carolina this 14th day of
October, 1998.

A handwritten signature in cursive script that reads "Jim Miles".

Jim Miles, Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
JIM MILES



CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

OCT 26 1999

SECRETARY OF STATE OF SOUTH CAROLINA

APPLICATION FOR AN AMENDED CERTIFICATE OF AUTHORITY
BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN
SOUTH CAROLINA

The foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, hereby applies for an amended certificate of authority to transact business in South Carolina according to the provisions of § 33-44-1002 and § 33-44-204 of the 1976 South Carolina Code as amended.

1. The name of the foreign limited liability as filed on the application for the certificate to transact business in South Carolina is Telmex/Sprint Communications, L.L.C.
2. The date the original application for a certificate of authority to transact business in South Carolina was filed with the South Carolina Secretary of State is October 14, 1998
3. The name of the State or country under whose law the company is organized is:
Delaware
4. The street address of the company's principal office is:
9444 Farnham St. Suite 200
Street Address
San Diego CA 92123
City State Zip Code
5. The address of the company's current designated office in South Carolina is:
2019 Park Street
Street Address
Columbia 29201
City Zip Code
6. The name of the company's current agent for service of process in South Carolina is:
Corporation Service Company

and the street address of the agent for service of process in South Carolina is:

2019 Park Street
Street Address
Columbia South Carolina 29201
City State Zip Code

7. ☐ Check this box if the company's duration is only for a specified period. Describe the specified period:
_____ N/A _____
8. ☐ Check this box if the company is manager-managed. If so, list the name and business address of each manager:
- a. _____
Name

Business Address

City State Zip Code
- b. _____
Name

Business Address

City State Zip Code
9. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debts and obligations under a provision similar to § 33-44-303(c) of the 1976 South Carolina Code, as amended.
10. The limited liability company adopts the following amendment(s).

10. The limited liability company adopts the following amendment(s).

#1. The name of the foreign limited liability company is
Telmex USA, L.L.C.

Date _____

Luis Lopez, COO Signature
Telmex International Ventures USA Inc. member

| Name | Capacity |
|------|----------|
|------|----------|

FILING INSTRUCTIONS

1. File two copies of this application, the original and either a duplicate original or a conformed copy.
2. This application must be accompanied by a certificate of existence (or a record of similar import) authenticated by the Secretary of State or other official having custody of the limited liability company records in the state or country under which law it is organized.
3. If management of this foreign limited liability company is vested in managers, a manager shall execute this application for an amended certificate of authority to transact business in South Carolina. If management is vested in the members, a member shall execute this application for an amended certificate of authority. Specify in which capacity the person is signing.
4. If space on this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this form by computer disk which will allow additional space to be included in the form.
5. This application must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Form approved by the South Carolina
Secretary of State Jim Miles, June 1996

EXHIBIT II

LIST OF CORPORATE OFFICERS, DIRECTORS, AND MAJOR SHAREHOLDERS

| Telmex USA, L.L.C. Officers & Directors | |
|--|---|
| Name/Title | Address |
| Jorge Rodriguez, President | 3350 SW 148 th Avenue, Suite 132 Miramar, Florida 33027 |
| Orlando Kleen, Controller | |

| Telmex USA, L.L.C. Shareholders | | |
|--|--|----------------|
| Name | Address | % of Shares |
| Telmex International Ventures USA, Inc. | 3350 SW 148 Avenue, Suite 132, Miramar, Florida 30327 | 99% |
| Telmex International, Inc. | 1105 N. Market, Suite 1300 Wilmington, DE 19899 | 1% |

TELMEX USA, L.L.C.**MANAGERIAL AND TECHNICAL EXPERTISE**

The key management personnel of Telmex USA have experience and expertise in the telecommunications market and have the managerial ability to resell interexchange telecommunications services.

JORGE RODRIGUEZ, PRESIDENT

Mr. Rodriguez joined Telmex USA, L.L.C. in February 2004 bringing with him over 14 years of highly successful international executive and management experience in operations, sales, marketing and customer support. As President, Jorge Rodriguez is responsible for Telmex USA's operation, managing a full suite of product and services targeted at both consumer and business markets. Prior to joining Telmex USA, L.L.C., Mr. Rodriguez served in various executive positions at AT&T and AT&TLA Corporations including Regional VP and VP of Sales and Operations. Among his many achievements at AT&T and AT&TLA Corporations, Mr. Rodriguez launched start up operations in Latin America, established a fully integrated regional operation in support of Global Customers, managed over \$3B in assets, and was a Board Member of several AT&TLA operating companies in Latin America. Mr. Rodriguez holds an Advanced Management Degree a BA in Biology/Molecular Biology from Colgate University and led research in Bio-Chemical/Molecular Biology Engineering between Colgate University and Oxford University.

ORLANDO A. KLEEN, CONTROLLER

Mr. Kleen received a Bachelor of Accountancy degree from the University of Houston in 1978 and currently holds a Certified Public Accountant license in Texas. He started his career in Houston, Texas with Brown & Root, Inc. (a Halliburton Company) in the Corporate Financial Reporting Division. He eventually was assigned to the Mexico City office as Controller of the engineering services division from 1981 to 1984. Upon

Exhibit II

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TELMEX USA, L.L.C.**MANAGERIAL AND TECHNICAL EXPERTISE**

returning to Houston, during the oil depression, Mr. Kleen entered into public accounting and provided audit, tax planning and compliance, and management consulting with local and national firms. In 1989, he joined a ten million-dollar distribution and export company as Vice President and Controller. Since 1997, he has been with Telmex USA, L.L.C. as Controller. As a member of the Houston Chapter of Texas Society of CPAs, in 1997 he was selected as one of the candidates to participate in the first Leadership Program. Before re-locating to California, Mr. Kleen was actively involved in the International Committee and also served as Vice-Chair of the Management of Accounting Practices Committee.

EXHIBIT III
FINANCIAL INFORMATION

Telmex USA possesses the financial ability necessary to offer and maintain its proposed services. Operations in South Carolina will not require additional investment. As evidenced by the financial data attached as Exhibit "III", Telmex USA has accrued the revenue necessary to provide the proposed service in South Carolina. Exhibit "III" contains (1) a balance sheet and operating statement for January -June 2005; (2) the most recent operating statement for twelve (12) months ending December 2004; and (3) South Carolina *pro forma* operating statement. Applicant's *pro forma* operating statement for the State of South Carolina reflects projections of customers, revenue, cost of services, and selling expense beginning with the proposed effective date of the tariff. All other expenses are incurred outside the State of South Carolina. As the Applicant will be operating as a switched-based/switchless reseller, the Applicant will not have assets in the State of South Carolina, and therefore, will not have a South Carolina balance sheet.

**PROFORMA OPERATING STATEMENT
SOUTH CAROLINA**

Long Distance Prepaid Card Service

| | YEAR 1 |
|-------------------------|----------|
| # OF ACCOUNTS | 400 |
| INTRASTATE REVENUE | 1,000.00 |
| COST OF TRANSPORT | 720.00 |
| GROSS MARGIN | 280.00 |
| SALES, GENERAL & ADMIN. | 56.00 |
| NET PROFIT B.I.T. | 224.00 |

TELMEX USA, LLC
BALANCE SHEET
As of June 30, 2005
(Unaudited)

| | June 30, 2005 (Unaudited) | December 31, 2004 (Unaudited) |
|--|----------------------------------|--------------------------------------|
| ASSETS | | |
| Current Assets | 10,857,590 | 6,075,049 |
| Net Fixed Assets | 7,579,398 | 6,545,847 |
| Other assets - Indefeasible right of use | 9,324,493 | 11,464,146 |
| Total assets | <u>\$ 27,761,481</u> | <u>\$ 24,085,042</u> |
| LIABILITIES AND EQUITY | | |
| Current Liabilities : | 15,218,669 | 13,728,924 |
| Member's Equity | 12,542,812 | 10,356,118 |
| Total Liabilities and Equity..... | <u>\$ 27,761,481</u> | <u>\$ 24,085,042</u> |

TELMEX USA, LLC
STATEMENTS OF OPERATIONS
For the Six Months Ended
June 30, 2005
(Unaudited)

| | Six Months, Ended June 30, 2005 (Unaudited) | Twelve Months, Ended December 31 2004 (Unaudited) |
|--|---|---|
| Revenues : | \$ 19,900,411 | \$ 14,032,953 |
| Cost of revenue | \$ 11,013,975 | \$ 5,432,963 |
| Selling, general and administrative expenses | \$ 6,165,333 | \$ 5,108,759 |
| Depreciation | \$ 313,237 | \$ 353,721 |
| Amortization | \$ 299,590 | \$ 403,258 |
| Gain from operations..... | \$ 2,108,276 | \$ 2,734,252 |
| Interest Income | \$ 60,807 | \$ 20 |
| Interest Expense | \$ 0 | \$ 0 |
| Other (expense) income, net | \$ 17,610 | \$ (75,752) |
| Net income | \$ 2,186,693 | \$ 2,658,520 |

CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF FLORIDA

COUNTY OF BROWARD

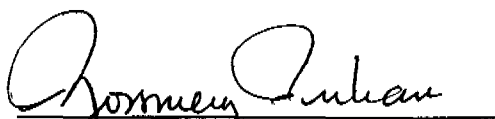
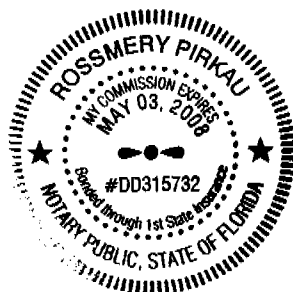
Personally appeared before the undersigned, an officer duly authorized to administer oaths, Orlando Kleen, who first being duly sworn, deposes and says that he is Controller of Telmex USA, L.L.C., Applicant in this application, that he has read the 2004 and 2005 financial statements of Telmex USA, L.L.C. enclosed herein and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.



(Signature of Affiant)

Subscribed and sworn before me, this

21st day of October, 2005.


(Notary Public)

(Seal)

My Commission Expires: May 03, 2008

EXHIBIT IV
PROPOSED TARIFF

TARIFF APPLICABLE TO

INTEREXCHANGE RESELLER SERVICES

WITHIN THE STATE OF SOUTH CAROLINA

PROVIDED BY

TELMEX USA, L.L.C.

Issue Date: November 21, 2005

Effective Date:

by: Jorge Rodriguez, President
Telmex USA, L.L.C.
3350 SW 148th Avenue, Suite 132
Miramar, Florida 33027

Check Page

All the pages of this Tariff are effective as of the date shown at the bottom of the respective page(s).
Original and revised pages as named below comprise all changes from the original Tariff.

| PAGE | REVISION |
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*New or revised pages

Issue Date: November 21, 2005

Effective Date:

by: Jorge Rodriguez, President
Telmex USA, L.L.C.
3350 SW 148th Avenue, Suite 132
Miramar, Florida 33027

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*New or revised pages

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Effective Date:

by: Jorge Rodriguez, President
Telmex USA, L.L.C.
3350 SW 148th Avenue, Suite 132
Miramar, Florida 33027

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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text but no change in rate or regulation
- Z - Correction

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Replaces the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

10XXX or 101XXXX Access: A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. For example, to reach AT&T Communications of New England, Inc., the Customer dials 1+10288+NPA+NXX.

Access Coordination: Access Coordination provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance, ongoing coordination of testing and trouble resolution on all Company-provided local access channels. In the case of Customer-provided local access channels, it provides for the maintenance, ongoing coordination of testing, and trouble resolution for the local access channels.

Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving wire center or a Company-designated POP or from a telephone company serving wire center or a Company-designated POP to the Customer's Premises.

Account Code: An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

Add'l: Add'l stands for additional period.

Administrative Change: Administrative Change is the modification of an existing Circuit, Dedicated Access line or Port, at the request of the Customer, that involves changes to authorization codes, speed numbers, route guide, consolidation of billing, verification of testing performed by parties other than the Company, or any other administrative change not covered by a Billing Record Change.

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Airline Mileage: The distance in mileage between two Rate Centers whose position is specified by industry standards.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

Ancillary Charges: Ancillary Charges are charges for supplemental Services or optional features as set forth herein which may consist of both nonrecurring and monthly recurring charges.

ANI: Automatic Number Identification. A process used to identify the calling station. For example, Customers such as call centers pay for caller's telephone numbers to be sent to them simultaneously with their incoming toll free service calls.

Applicant: Any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Area of Service: The specific area(s) from which toll free calls will be allowed on a given TFS Number as decided by the Customer subscribing to that TFS Number.

ASR: Access Service Request. Used to request the provision of special access or switched access as specified in the tariff of the Local Access Provider.

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Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to a Company Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

Billing Record Change: Billing Record Change is a change in Customer's billing address.

Blocking: A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

BTN: Billed Telephone Number. May consist of one or more WTNs.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

Cardholder: Cardholder is the associate, member, Customer, or other individual that uses the Company's Prepaid Calling Card Service or Calling Card Service.

Carrier Common Line Charges: The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

Casual Caller: A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

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CIC: CIC stands for Carrier Identification Code which is a numeric code consisting of three numbers used by end-users or customers to reach the networks of the DUCS through equal access arrangements.

CLEC: Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

Commission: Commission refers to the South Carolina Public Service Commission or any succeeding agency.

Company: Company refers to Telmex USA, L.L.C..

Company-Provided: The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

CPE: Customer-Provided Equipment. Terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

CPNIP: Customer Premises Network Interface Points.

Credit Card: Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service __ either for its own use, as a resale carrier, or as a non-profit manager of a sharing group __ and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, (2) accepts responsibility for the charges associated with an Operator Services Call, or (3) otherwise uses Service for which no other Customer is obligated to compensate the Company.

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Customer Association: A Customer Association is a pre-existing group of Customers (i) having a cognizable commonality of interest apart from their desire to purchase Services from the Company and (ii) engaging in activities as a group apart from the purchasing of Services from the Company.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its Resellers.

DACC: Directory Assistance Call Completion.

Designated Underlying Carrier: The Designated Underlying Carrier is the facilities-based carrier chosen by the Company to provision the communications Service(s) provided to the Customer.

Direct-Dialed: A call placed by the caller without operator assistance.

Diversity: Diversity is Customer-designated routing which indicates a Customer designated departure from a DUC's primary route.

DNIS: Dialed Number Identification Service. Provides the ability to identify the dialed TFS Number on a call-by-call basis.

DUC: DUC stands for Designated Underlying Carrier.

End User: The person or legal entity which uses the Service provided by the Company.

Equal Access: Enables the Customer to place long distance calls without the need to first dial a special code.

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Exemption Certificate: A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

Feature Groups: Feature Groups are switching arrangements available from LEC or CLEC central offices to long distance carriers for accessing the LEC or CLEC end-user who wish to make toll calls.

Feature Group B: Feature Group B provides a high quality trunk line connection from end central office to the DUC's facilities. The Customer can originate a call from anywhere within the LATA.

Feature Group D: Feature Group D is the class of service associated with Equal Access arrangements. All IXCs enjoy identical connections to the local exchange carrier. All Customers dial the same number of digits and can reach the predetermined IXC of their choice by dialing 1 plus the telephone number being called.

Flat Rate: Charging a rate per minute irrespective of the distance the call is carried or the time- of-day or day-of-week the call is placed.

Hertz: A unit of frequency equal to one cycle per second.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

Initial and Additional Period: The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

IXC: IXC stands for Interexchange Carrier.

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Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

Kbps: Kilobits Per Second. One thousand Bits per second.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgment.

LEC: LEC stands for LEC.

Local Access: The service between a subscriber's premise and a Company-designated POP.

Local Access Provider: An entity providing Local Access.

MOU: Minutes of Use.

MRC: Monthly Recurring Charge.

MTS: Message Telecommunications Service.

NASC: NASC is the National Administration and Service Center. NASC provides centralized administration of the SMS database of toll free numbers. The NASC keeps track of the toll free numbers that are in use or available for use.

NPA: Numbering Plan Area. More commonly referred to as an area code.

Nonrecurring Charges: Nonrecurring Charges are one-time charges.

NXX: NXX represents the first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

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OTC: One Time Charge.

PBX: PBX stands for Private Branch Exchange.

Personal Identification Number: Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or Prepaid Calling Card for the purpose of accessing Service.

PIC: Primary Interexchange Carrier.

PICC: Primary Interexchange Carrier Charge.

PIN: PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

Platform: Platform refers to the proprietary computer technology that provides the Company's network services.

Point-of-Sale: Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Port: The physical or electrical interface through which access to the communications network is obtained.

Postalized: Charging a Flat Rate per minute irrespective of the distance the call is carried.

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POTS Number: Plain Old Telephone Service Number. The 10-digit telephone number associated with basic local exchange service.

Prepaid Calling Card: A Prepaid Calling Card allows a Customer to purchase a predetermined amount of access to the Company's long distance and directory assistance Services prior to the use of Service(s). Also Called a Debit Card.

Primary Interexchange Carrier: Primary Interexchange Carrier is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The Primary Interexchange Carrier is identified by a code number which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed to the correct company.

Rate Center: A specified geographical location used for determining mileage measurements.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

Residential Customer: A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

Resp Org: Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

Restore: Restore means to make Service operative following an interruption by repair, reassignment, rerouting, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

SCP: SCP stands for Service Commitment Period.

Service: Any or all services provided pursuant to this Tariff.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Service Commitment Period: The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

SMS: SMS stands for Service Management System.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

SMS/800: 800 Service Management System is the national database service management system that retains all inbound toll-free number records. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This database provides long distance carriers with a single interface for inbound toll-free number reservations and record maintenance. This system is used by Resp Orgs to manage and administer SMS/800 records.

SMS/800 Help Desk: The organization that administers the SMS/800 system for the centralized management of toll free numbers.

SMS/SCP: Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions down loaded from the SMS/800.

Special Access Surcharge: A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the FCC Rules and Regulations.

State: State refers to the State of South Carolina.

Subscriber: The Subscriber is a person or legal entity which subscribes to service(s) from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

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Switched Access: A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

Switched Services(s): Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

TFN: TFN stands for Toll Free Number.

TFS: Toll Free Service.

Third Party Vendor: A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

Toll Free Number: A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number which terminates at the Customer's requested location.

V&H: Vertical and Horizontal geographic coordinates.

WTN: Working Telephone Number.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company's services are offered for intrastate InterLATA telecommunication services originating and terminating within the State of South Carolina under terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. The Company resells the services of facility based carriers subject to the terms of any applicable interstate offering or arrangement between the Underlying Carrier and the Company. The Company will only resell services of carrier approved by the Commission.

This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 3350 SW 148th Avenue, Suite 132, Miramar, Florida 33027.

- 2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

- 2.2.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff. Service is not offered where operating conditions do not permit.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service without liability when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this Tariff.
- 2.2.3 Prior written permission from the Company is required before any assignment or transfer of service which consent cannot be unreasonably withheld. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4 All Services provided according to this Tariff are interstate Services. International and intrastate service is available on an add-on basis.
- 2.2.5 The Company reserves the right to refuse or deny service pursuant to R.103-625 and R.103-626 without incurring liability.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Sections 2.3.1 through 2.3.11 of this Tariff in connection with the provision of Service to Customer.

2.3.1 Conditions under which the Company may refuse or terminate service without liability include:

- For non-payment of any sum owing to the Company in accordance with Paragraph 2.12.2.
- For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers;
- For any violation by a Customer related to the request for such service of either the provisions of this Tariff or any laws, rules, regulations, or policies;
- By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service;
- If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or services.
- Failure to meet specific program provisions.
- Any reasonable business reason.
- Failure to meet the Company's credit extension policy.
- The Company is selling, transferring, or ending the business.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.2 The Company's liability for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- unavoidable interruption in the working of transmission facilities;
- acts of God such as storms, fire, flood, or other catastrophes;
- any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority;
- national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or,
- notwithstanding anything in this tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment

shall in no event exceed the proportionate charge of the Company billing to the Customer for the period of service during which the impairment existed.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.3 The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing service hereunder occurs.
- 2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence. The Subscriber shall indemnify and hold harmless the Company from any claim of the owner of the Subscriber's premises or other third party claims for such damages.
- 2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization. The Subscriber will indemnify and hold harmless the Company from any claims of the owner of the Subscriber's premises or other third party claims for such damages.
- 2.3.7 The Company is not liable for any damages the Subscriber may incur as a result of the unlawful use or use by an unauthorized person.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- The use of the service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with, or making connection with any service components of the Underlying Carrier, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- The use of the service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2.3.9 Consequential And Other Damages

The Company's liability shall be limited to that expressly assumed in Paragraph 2.3 hereof. The Company shall not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (continued)

- 2.3.10 With respect to Prepaid Calling Card Services, the Company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the information provided in connection with the use of the Services.
- 2.3.11 Approval of the above Tariff language by the Public Service Commission of South Carolina does not constitute a determination by the Commission that the liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week. Unless otherwise restricted herein, Customers may use the Company's Service(s) to place and/or receive intrastate calls.
- 2.4.2 The Services offered herein may be used for any lawful purpose. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

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2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service Orders which involve the start, rearrangement or discontinuance of joint use or authorized use of Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.
- (C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter guaranteeing payment for the joint or Authorized User's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or Authorized User.

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2.4 Use of Service (continued)

2.4.4 (continued)

- (D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

2.4.5 If the Company reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days' written notice of its intent to terminate Service.

2.4.6 From time to time, the Company may grant credits against usage or monthly recurring or non-recurring charges in an amount not to exceed \$1,000 per Customer or account per monthly billing period whenever the Company determines in its sole discretion that such credit is warranted due to considerations involving the delivery of past service to the Customer or account receiving the credit.

2.4.7 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services or Private Line Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, the Company will bill the Local Access charges to the Customer.

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2.4 Use of Service (continued)

- 2.4.8 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC, not the Company; provided that where the Company has a Carrier Identification Code (CIC) separate from that of the DUC and the Customer uses 10XXX or similar means to access that CIC, the Customer remains a Customer of the Company if the agreement between the Company and the DUC so provides.
- 2.4.9 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or TFS Number issued by the Company to its Customers.

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2.5 Obligations of the Customer

2.5.1 The Company shall be indemnified and held harmless by the Customer against:

- Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company;
- Violation of any other literary, intellectual, artistic, dramatic, or musical right;
- Violations of the right to privacy;
- Claims of patent infringement arising from combining or connecting Company's facilities or the facilities of the underlying carrier with apparatus and systems of the Customer;
- Any other rights whatsoever relating to or arising from message content or the transmission thereof;
- All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

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2.5 Obligations of the Customer (continued)

- 2.5.2 The Customer shall be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.
- 2.5.3 The Company shall not be liable by the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. In the event that the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.
- 2.5.4 The Company's failure to provide or maintain service under this tariff shall be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.5 The Customer shall indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of service to the Customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- 2.5.6 Reserved for future use.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.7 The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast may be required quarterly after Service is initiated.
- 2.5.8 A TFS Customer will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. The Company reserves the right to request traffic data, which depending on the forecast, may delay Service due to the addition of facilities.
- 2.5.9 With respect to any Resp Org service or SMS Resp Org changes the Company provides to the TFS Customer, the Customer will indemnify and hold the Company harmless against any third party claims arising out of the execution of changes requested by the Customer.

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2.6 Interruption of Service

- 2.6.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.2 To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.6.3 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.
- 2.6.4 For Services with usage-sensitive rates, credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in Section 2.3.2 of this Tariff. If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.
- 2.6.5 Prepaid Calling Card Calls
- Credits will not be issued for cut-off, poor transmission, or wrong number.

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2.7 Customer Service

Customer correspondence must be addressed to the attention of the Customer Service Department and sent to 3350 SW 148th Avenue, Suite 132, Miramar, Florida 33027. The Customer may also contact the Company's Customer Service Department by calling a toll free number. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to any of the Company's calling card or Prepaid Calling Card Services, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's call detail. Customer Service representatives are available to assist with Customers inquiries from 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to a voice mail system or an answering machine. If the call is not an emergency, the answering machine takes a message for a return call. If the call is a service emergency, the Customer is referred to an 800/888 number which is answered twenty four hours per day, 365 days per year.

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2.8 Obtaining Service

2.8.1 Application for Service

To obtain service, the Company requires the Customer to complete a letter of agency or other authorization it deems appropriate.

2.8.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

2.8.3 Deposits

(A) General

Any applicant whose credit has not otherwise been duly established as provided in Section 2.9.2 hereof may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of service or basis on which credit was originally established have materially changed.

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2.8 Obtaining Service (continued)

2.8.3 Deposits (continued)

(B) Amount of Deposit

The amount of any deposit shall not exceed the estimated charges for two months' service. The Company shall determine the amount of the deposit.

(C) Return of Deposit

A deposit will be returned:

- .1 When an application for service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned.
- .2 At the end of one year of satisfactory credit history.
- .3 Upon discontinuance of service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

(D) Interest on Deposits

The Company will pay interest on deposits in accordance with the regulations of the South Carolina Public Service Commission.

(E) Escrow of Deposit

The Customer's deposit will be held by the Company.

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2.8 Obtaining Service (continued)

2.8.4 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage. The Company does not pay interest on advance payments.

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2.9 Rendering Bill

2.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled traffic up to six (6) months in arrears. Payment in full is due by the due date disclosed on the bill.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The Company may also utilize LEC billing or credit card billing. The availability of the billing option is controlled by the Company not the Customer. All billing options may not be available for a specific Service offering. A Residential Customer's bill for the Company's Services will be included on the Customer's designated and approved credit card bill or, upon Customer request and the agreement of the Company, directly billed.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Local Access charges to the Customer on a pass-through basis. Any credits issued by the Local Access Provider for service outages will be shown on the Customer's invoice on a pass-through basis.
- (E) Where billing systems allow, Credit Card billing is available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash.

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2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.
- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

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2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) General

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. All bills will be in English. Call detail is available with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. Pursuant to R.103-622.2, a maximum of one and one half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late fee may be imposed. The one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

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2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company Or Authorized Billing Agent

(B) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

2.10 Disputed Charges

2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim.

2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.8 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

2.10.3 Failure of the Customer to participate in the Company's effort to resolve a dispute or claim will constitute a waiver of the Customer's rights to a continuance of Service.

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SECTION 2 - RULES AND REGULATIONS**2.11 Cancellation of Service By Customer****2.11.1 General**

Except for Prepaid Calling Card Service and unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written or oral notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).

2.11.2 Customers With Switched Access

The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code or when the Underlying Carrier cancels the service offered by the Company.

2.11.3 Customers With Dedicated Access

The Customer's service is canceled when the Underlying Carrier cancels the service offered by the Company or when the Dedicated Access is moved to another Underlying Carrier. If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

2.11.4 For rules and regulations regarding cancellation of a term plan agreement, see Section 2.26 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS**2.12 Termination of Service By Company****2.12.1 Notice of Service Termination**

Even though the Customer is responsible for all charges incurred, Service will not be disconnected due to non-payment of charges associated with 900 and 900-type numbers or non-regulated charges pursuant to R.103-626e. When notice is required pursuant to R.103-625, the Company may terminate Service to the Customer upon five (5) days' written notice to the Customer pursuant to Section 2.2.5 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

- 2.12.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

2.12.3 Termination of Service

Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer are negotiating a payment arrangement.

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SECTION 2 - RULES AND REGULATIONS**2.13 Taxes**

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for the Company's intrastate services. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, and municipal utilities tax) are listed as separate line items and are not included in the quoted rates. For Prepaid Calling Card Service, the per minute rate shown in Section 4 of this Tariff is inclusive of all surcharges, taxes, and fees except for Point-of-Sale ("sales") taxes except for Program 20 prepaid card. Federal taxes and surcharges are not included in the rates for the Program 20 prepaid card set forth in Section 4.

2.14 Transfer or Assignment

The Company's intrastate services may not be transferred or assigned to a new Customer unless the new Customer's credit is approved. Paragraph 2.3.1 covers additional conditions under which the Company reserves the right to refuse service to Customers.

2.15 Installation and Connection Charges

The Company does not assess charges for installation and connection of intrastate long distance services. If installation and/or connection charges are assessed, these charges are billed directly by the Underlying Carrier, LEC, or private carrier.

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2.16 Timing of Calls

2.16.1 The Company does not bill for incomplete calls.

2.16.2 On Direct-Dialed calls chargeable time begins when the called Station answers and the connection is established between the calling Station and the called Station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection. However, when Services are directly connected to a Customer-provided communications systems at the Customer's or End User's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer-provided communications system. It is the Customer's responsibility to furnish appropriate answer supervision to the point of interface with the Company's Service so that chargeable time may begin.

2.16.3 On Prepaid Calling Card calls, billing begins only when a starting and ending event both occur. Timing is calculated at the starting event and ends at the terminating event. If there is no terminating event, there is no charge. Time between the starting event and the terminating event is the call duration. The starting event occurs when the Platform experiences an incoming signaling protocol successfully, i.e., upon seizure of an inbound trunk. The terminating event occurs when the Platform receives a signal from the LEC that the calling party has terminated the call or when the special audio text and interactive voice response features of the Platform such as news, weather, voice mail, etc. have been accessed by the End User and completed. If the called party hangs up and the Customer re-originates one or more calls utilizing the interactive Platform program features without re-dialing the toll-free access number, the terminating event occurs when the Platform receives a signal from the LEC that calling party hangs up. If the End User of a Prepaid Calling Card call uses the conference feature, the third leg of the call is timed separately. Timing of the third leg of the call begins when the called station answers and terminates when the called station hangs up.

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2.17 Rate Periods

2.17.1 General

Different rates may be applicable to a call at different times of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in the case of an outbound call and at the called station in case of an inbound toll free call.

2.17.2 Day, Evening, and Night Rate Periods

| Rate Period | Times Applicable | | Days Applicable |
|-------------|------------------|----------------------|-----------------|
| | From | To But Not Including | |
| Day | 8:00 AM | 5:00 PM | Mon - Fri |
| Evening | 5:00 PM | 11:00 PM | Sun - Fri |
| Night | 11:00 PM | 8:00 AM | All days |
| | All day | | Saturday |
| | All day | | Sunday |

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SECTION 2 - RULES AND REGULATIONS

2.18 Mileage Measurements

2.18.1 Calls are mileage by the DUC that carries the call. The mileage between rate centers is calculated based on V and H coordinates as obtained by reference to AT&T Tariff FCC No. 10. Calculation between service wire centers is based on V and H coordinates as obtained by reference to NECA FCC Tariff No. 4. The mileage for a call between access lines associated with stations that use the same rate center is one mile. If Feature Group B is used, the distance will be measured from the rate center of the tandem location or network site to which the Feature Group B line is connected. If Feature Group D access is used, the distance will be measured from the rate center of the calling number.

2.18.2 Airline mileage between service locations is calculated as follows:

FORMULA:

$$\sqrt{\frac{[(V_1 - V_2)^2 + (H_1 - H_2)^2]}{10}}$$

Where V_1 and H_1 are the V and H coordinates of point 1 and V_2 and H_2 are the coordinates of point 2.

Mileage is rounded up to an integer value to determine the airline mileage.

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SECTION 2 - RULES AND REGULATIONS

2.19 Holiday Rates

Holiday rates do not apply.

2.20 Application of Charges

2.20.1 Rounding

- (A) Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.
- (B) If the payphone surcharge includes a fraction of a cent, the fraction is rounded up to the next higher whole cent.
- (C) If the Customer re-originates one or more calls without re-dialing the toll-free access number, timing of the usage is rounded at the end of the last call.
- (D) Usage charges apply to all completed calls. The usage charges for each completed call during a billing month will be computed. Rounding for charges for Service(s) is on a call-by-call basis. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.20.2 BTN Account Changes

(A) Discounts

A change in Service or enrollment in a promotional offering that impacts the Customer's usage discount is effective on the first day of the next billing cycle after the change order is processed.

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2.20 Application of Charges (continued)

2.20.2 BTN Account Changes (continued)

(B) Monthly Recurring Charges

If Service is provided for less than a billing cycle, all associated monthly recurring charges will be prorated for the time Service was provided to the Customer.

2.20.3 TFS

Rates and charges apply to all TFS Numbers associated with the Customer's BTN. For an existing Customer who subscribes to TFS in the middle of a billing cycle, monthly recurring charges are prorated based on the amount of time the plan is in effect prior to the first bill.

2.21 Determining Rate In Effect

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For Toll Free Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect. If a unit of time is split between two (2) or more rate periods, each rate period applies to the portion of the call that occurred during that rate period rounded to the nearest billing increment. For Dedicated Access Services, when a call or unit of time is split between two rate periods, the rate is based on the rate period in which it began. If a Call is completed by an operator, the time at the beginning of each initial or additional rate period determines the applicable rate period. When a Call spans more than one rate period, total charges for each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

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SECTION 2 - RULES AND REGULATIONS**2.22 Terminal Equipment**

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.23 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

2.24 Lost Or Stolen Calling Card Or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.25 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

2.26 Reserved for future use.

2.27 Changes to Rates and Charges

In accordance with Commission rules, the Company may adjust its current rates and charges for Services by filing revised Tariff pages with the Commission in accordance with Commission rules.

2.28 Changes to DUC

The Company determines the DUC for any given Service and may change the DUC at any time. The Company will determine in its sole discretion whether any notice regarding any such changes will be provided to Customers and the form, content, and timing thereof.

2.29 Changes to Service Offerings

The Company reserves the right to add, change, or delete Services and/or DUCs at any time.

2.30 Reserved for future use.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service

2.31.1 General

- (A) The availability of Toll Free Numbers from the Company is limited by the Company's ability to obtain Toll Free Numbers from the SMS database.
- (B) Where any claim arises out of any and all failings by the Company in connection with the provision of TFS to the Customer, including where TFS is not made available on the date committed to the Customer, or cannot otherwise be made available after acceptance of the Customer's order, or is provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in TFS Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00. With respect to the Company acting as an agent for the Customer with respect to Resp Org Service and SMS Resp Org Changes, the Customer will indemnify and hold the Company harmless against any claims or third party claims arising out of the execution of changes requested by the Customer, including those changes made by a TFS Customer. Where the Customer is a Customer acting on behalf of a Toll Free Service Customer, the Customer represents that it has the authority to act on the Toll Free Service Customer's behalf in choosing a Resp Org and otherwise utilizing the Company to request Service changes.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.1 General (continued)

- (C) If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in TFS to another carrier (e.g. porting of the Toll Free Number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- (D) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of TFS Service, this also applies to third parties who dial the Customer's Toll Free Number by mistake. Compensation for any injury the Customer may suffer due to the fault of others than the Company must be sought from such other parties.
- (E) A Customer of TFS(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage. Company reserves the right to request traffic data which dependent on the forecast may delay Service due to the addition of facilities.
- (F) If a Customer of TFS(s) is found to be noncompliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer five (5) days' written notice by first class U.S. mail of intent to suspend or deny Service due to such noncompliance.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.1 General (continued)

- (G) The Company reserves the right to require Customer(s) requesting TFS to supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.

2.31.2 Reservation and Administration of Numbers:

- (A) At the Customer's request, the Company will request reservation, assignment, activation or change, upon receipt of a verified request, TFNs for a Customer or potential Customer. Customers may request reservation, assignment or activation on their own behalf. A Customer who resells the Company's Services must provide to any Customer or potential Customer, upon reasonable request therefore, information concerning the status of a particular Toll Free Number or numbers in which the Customer or potential Customer has an interest and, if applicable, the identity of the RespOrg(s) for the TFN(s). When a Customer decides (or learns of its specific, prospective Customer's decision) not to utilize the reserved, assigned or activated TFN, the Customer must notify the Company within forty-eight (48) hours so that the Company may release the TFN to the pool of numbers available for assignment in accordance with industry practice and standards.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.3 Ownership and Brokering of Numbers

- (A) TFNs are incidental to the TFS(s) with which they are associated and, as such, may not be sold, transferred or otherwise conveyed independent of TFSs. The assignment of a Toll Free Number for use with Company-Provided Toll Free Service confers on the Customer no proprietary interest whatsoever in the number assigned. It will be a violation of this Tariff if the Customer seeks to acquire, or does acquire, any TFN associated with TFS provided by the Company for the primary purpose of selling, brokering, bartering or releasing for a fee (or other consideration) to another party that Toll Free Number, independent of the Company's Service with which it is associated.
- (B) In any instance in which the Company learns that a Customer or prospective Customer is attempting to sell or otherwise transfer or assign a TFN to another person, in violation of this tariff, the Company may immediately and without notice release the number from reserved status, or it may immediately upon written notice by first class U.S. mail or other means of delivery selected by the Company to the Customer, discontinue the furnishing of Service via the number, whichever course of action is appropriate.

2.31.4 Release By the Company of Customer's TFS Number(s) for Porting to Other Carriers

- (A) A Customer may request that the Company release its TFS Number(s) so that another long distance service provider may provide toll free service to a Customer. The Company will release a Customer's TFS Number(s) only upon the following occurrences:
 - .1 there are no outstanding unpaid, unresolved or disputed payments or any other payments or indebtedness due and payable to the Company by the Customer or its successors or assignees relative to any communications service(s) or Services(s) provided by the Company; and

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.4 (continued)

(A) (continued)

.2 there are no unsatisfied liens or claims for property against which payment for such communications service(s) or Service(s) have been guaranteed or otherwise collateralized.

(B) The Company reserves the right to withhold its authorization of such transfer of such Customer's TFS Number(s) until the Customer's indebtedness is resolved to the satisfaction of the terms and conditions of this Tariff and any agreement(s) between the Customer and the Company.

(C) The failure of the Customer to fulfill the terms and conditions of any agreement with the Company or the attempt to process a change of long distance service provider for the Customer's TFS Number(s) prior to the completion of a contract's terms and conditions (and/or before all payments and indebtedness have been paid or satisfied) shall cause the ownership of the TFS Number(s) to revert from the Customer to the Company, whereupon such Customer shall no longer possess the right to transfer such TFS Number(s) to any other long distance service provider and whereupon the Company shall have the right to reissue said number(s) at its sole discretion to any other party.

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SECTION 2 - RULES AND REGULATIONS

2.31 Toll Free Service (continued)

2.31.4 (continued)

(A) (continued)

- (D) A canceled TFS Number can be reestablished for the same Customer within four (4) months and, therefore, cannot be selected by another Customer. After four (4) months, the TFS Number is returned to the pool where it can be selected by another customer under any RespOrg.

2.31.5 Minimum Service Period

For Customers subscribing to TFS and making a MMC, the minimum Service period is one month. For Customers subscribing to TFS and making a MAC, the minimum Service period is the length of the term plan commitment.

2.32 Reserved for future use.

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SECTION 2 - RULES AND REGULATIONS

2.33 Obligations of a Reseller

- 2.33.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.33.2 through 2.33.7 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.33.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscribers' calling card number and PIN because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet state and federal rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.33.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.33.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.
- 2.33.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

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SECTION 2 - RULES AND REGULATIONS

2.33 Obligations of a Reseller (continued)

- 2.33.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested. Resellers of the Company's Services are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.
- 2.33.7 If a Reseller switches a subscriber's long distance provider without obtaining permission from the subscriber, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different long distance service provider. In instances where the Reseller has presubscribed lines and/or location to its Service without proper authorization, the Reseller must:
- (A) Inform the subscriber of the unauthorized change in long distance service providers; and
 - (B) Insure that the subscriber's service is returned to the long distance service provider of choice; and
 - (C) Pay all applicable charges.

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SECTION 2 - RULES AND REGULATIONS

2.34 Promotional Offerings

The company will, from time to time, offer one or more of the following promotions to its Customers waiving or reducing certain rates, charges, fees, or penalties in response to media advertising, direct mail solicitation, telemarketing and/or direct sales presentations. These promotional offerings will be available to Customers who subscribe to one of the Services contained in this Tariff. The promotional offerings may contain a requirement that the Customer remain subscribed to a particular Service for a specified term.

2.35 Marketing Efforts

As a telephone utility under the regulation of the Public Service Commission of South Carolina, I do hereby assert and affirm that as a reseller of intrastate telecommunications service, I will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and I will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, I will be responsible for the marketing practices of my contracted telemarketers for compliance with this provision. I understand that violation of this provision could result in a rule to show cause as to the withdrawal of my certification to complete intrastate telecommunications traffic within the state of South Carolina.

2.36 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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SECTION 3 - DESCRIPTION OF SERVICES**3.1 Service Offerings**

3.1.1 The intrastate Services in this Tariff are only available to those Customers who subscribe to the companion interstate Service. The Company determines the Underlying Carrier for all Services.

3.1.2 Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten-digit telephone number (8XX) NXX-XXXX or other TFN, which terminates at the subscriber's location. Calls are originated from any point in the state on any type of access.

3.2 Prepaid Calling Card Services**3.2.1 Description of Service**

The Company's Prepaid Calling Card service is a prepaid long distance service that allows Customer's to obtain a predetermined amount of access to the Company's long distance services. The card is a dollar based service, meaning there is a fixed amount of dollars (i.e., \$5, \$10, \$20, \$50, or some other denomination) available to the Customer who purchases a card. Calls to 700, 800, 888, 900, and 950 numbers and Directory Assistance are not permitted with this Service. Prepaid Calling Cards are not renewable or rechargeable.

Prepaid Calling Card service is offered via TFANs and is available to a Cardholder from a touchtone phone. The Cardholder dials a TFAN and hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN, determines whether time remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Prepaid Calling Card account. All Calls are billed in one minute increments subject to a minimum connect time of one minute. All calls are rounded to the next highest minute.

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SECTION 3 - DESCRIPTION OF SERVICES**3.2 Prepaid Calling Card Services (continued)****3.2.1 Description of Service (continued)**

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each Prepaid Calling Card. The Platform debits the Cardholder's account balance as the Cardholders places a call. The Cardholder receives a warning tone one minute before the balance reaches zero. Calls in progress will be terminated when the balance reaches zero.

The Cardholder may access the network from anywhere in the State by dialing a universal TFAN, a PIN, and the called telephone number. A Prepaid Calling Card is not reusable once the usage has been exhausted.

3.2.2 Availability

Prepaid Calling Cards are available to Residential Customers and Business Customers.

3.2.3 Features**(A) Instructions Available In Multiple Languages**

The Company may make available to the Cardholder different TFAN access numbers for instructions in English or Spanish, or other languages as appropriate.

(B) Sequential Calling

Sequential calling allows the Cardholder to make several calls without disconnecting from the Platform after the completion of each call.

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SECTION 3 - DESCRIPTION OF SERVICES

3.2 Prepaid Calling Card Services (continued)

3.2.4 Promotional Services

Prepaid Calling Card Service is available on a promotional basis. Promotional Services are available to Customers who intend to give the Service away to the End-Users as either a premium or promotional item.

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SECTION 4 - MAXIMUM RATES AND CHARGES

4.1 Prepaid Calling Card Services

Rate Per Minute or Fraction Thereof

4.1.1 Promotional Card \$3.00

4.1.2 Multifon Card \$3.00

4.1.3 Car-Tel Card \$3.00

4.1.4 Program Cards

Rate Per Minute or Fraction Thereof

| | | <u>Initial</u> | <u>Add'l</u> |
|-----|-----------|----------------|--------------|
| (A) | Program 1 | \$3.00 | \$3.00 |
| (B) | Program 2 | \$3.00 | \$3.00 |
| (C) | Program 3 | \$3.00 | \$3.00 |
| (D) | Program 4 | \$3.00 | \$3.00 |
| (E) | Program 5 | \$3.00 | \$3.00 |
| (F) | Program 4 | \$3.00 | \$3.00 |
| (G) | Program 5 | \$3.00 | \$3.00 |
| (H) | Program 4 | \$3.00 | \$3.00 |

4.2 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling card calls, and prepaid card calls, from payphone instruments. This surcharge does not apply for call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$2.00 for all such calls.

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PRICE LIST

1.1 Prepaid Calling Card Services

Rate Per Minute or Fraction Thereof

1.1.1 Promotional Card \$1.00

1.1.2 Multifon Card \$0.08

1.1.3 Car-Tel Card \$0.08

1.1.4 Program Cards

Rate Per Minute or Fraction Thereof

| | | <u>Initial</u> | <u>Add'l</u> |
|-----|-----------|----------------|--------------|
| (A) | Program 1 | \$0.079 | \$0.079 |
| (B) | Program 2 | \$0.099 | \$0.099 |
| (C) | Program 3 | \$0.10 | \$0.10 |
| (D) | Program 4 | \$0.065 | \$0.065 |
| (E) | Program 5 | \$0.085 | \$0.085 |
| (F) | Program 4 | \$0.019 | \$0.019 |
| (G) | Program 5 | \$0.085 | \$0.085 |
| (H) | Program 4 | \$0.0198 | \$0.0198 |

1.2 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling card calls, and prepaid card calls, from payphone instruments. This surcharge does not apply for call for which the payphone provider would otherwise receive compensation. The Customer shall pay the Company a per call surcharge of \$0.89 for all such calls.

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EXHIBIT V

SAMPLE LETTER OF AGENCY

I, the duly authorized representative of (NAME), hereby authorize Telmex USA, L.L.C. ("Telmex") to act as agent for our Company in selecting, changing, and dealing with our Company's local telephone company and long distance carrier, for the implementation of communication services and in particular to switch our company's intrastate including intraLATA toll where available, interstate, and international long distance to Telmex as our Company's primary long distance carrier. I understand that I may have only one primary long distance carrier for each number listed below. I state that I have the authority to authorize Telmex to become my Company's long distance carrier for the telephone numbers listed below.

I understand that the local phone company may charge a nominal fee to switch our company's long distance carrier. I also understand that our Company may have only one primary long distance carrier for each presubscribed telephone number. I further understand that, in the future, if Telmex changes underlying carriers, the local phone company may charge a switching fee.

Each local phone company and long distance carrier is hereby instructed to make our Company's customer service records and any other pertinent information available to Telmex upon request of either Telmex or our Company. This letter of agency supersedes all previous letters of agency.

SEVICE SELECTED: (CHECK ALL THAT APPLY)

One Plus _____ Calling Card _____

| BILLING TELEPHONE NUMBER (BTN) and associated WORKING TELEPHONE NUMBERS | BILLING TELEPHONE NUMBER (BTN) and associated WORKING TELEPHONE NUMBERS |
|---|---|
| (BTN) | (BTN) |
| (WTN) | (WTN) |
| (WTN) | (WTN) |
| (WTN) | (WTN) |

COMPANY NAME:

AUTHORIZED SIGNATURE:DATE:

PRINT NAME:

ADDRESS:

CITY:STATE:ZIP:

TELEPHONE NUMBER:

ACCEPTED BY:DATE:

